



201311050022

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6 11:09AM

Recording Requested By/Return To:  
JPMORGAN CHASE BANK, N.A.  
MHA DEPARTMENT  
780 KANSAS LANE  
2ND FLOOR, LA4-3125  
MONROE, LA 71203

## SUBORDINATE MORTGAGE

Loan Number 1778283554

Grantor(s): **RODOLFO MARTINEZ-MATA AND GABRIELA PEREZ HUSBAND AND WIFE**

Grantee(s): **Secretary of Housing and Urban Development**

Grantee's Address: **Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street Southwest, Washington, DC 10410**

Abbreviated Legal Description:

**LOT 31, ASSESSOR'S PLACE OF STOCKFLETH'S SKYRIDGE, SKAGIT COUNTY, WA**

A full Legal Description is located on page 2 of the SUBORDINATE MORTGAGE.

**REFERENCE NUMBERS OF DOCUMENTS MODIFIED:  
RECORDED JULY 16, 2009 INSTRUMENT NO. 200907160100**

Assessor's Property Tax Parcel Account Number(s): **P29489**

ver. 10\_03\_2013\_11\_54\_02



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**JPMORGAN CHASE BANK, N.A.**  
**MHA DEPARTMENT**  
**780 KANSAS LANE**  
**2ND FLOOR, LA4-3125**  
**MONROE, LA 71203**

This Instrument Prepared By:  
**JPMORGAN CHASE BANK, N.A.**  
**3415 VISION DRIVE**  
**COLUMBUS, OHIO 43219-6009**

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### **SUBORDINATE MORTGAGE**

**FHA Case Number 703 561-9255874**

**Loan Number 1778283554**

This SUBORDINATE MORTGAGE ("Security Instrument") is given on OCTOBER 08, 2013.

The Mortgagor(s) are RODOLFO MARTINEZ-MATA AND GABRIELA PEREZ HUSBAND AND WIFE whose address is 17271 OLYMPIC PL, MOUNT VERNON, WASHINGTON 98274 (Borrower).

This Security Instrument is given to the Secretary of Housing and Urban Development, whose address is Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street Southwest, Washington, DC 10410 (Lender/Mortgagee). The Borrower owes the Lender/Mortgagee the principal sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED FORTY-ONE AND 56.00/100THS (U.S. \$67,541.56).

This debt is evidenced by the Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier due and payable on NOVEMBER 01, 2043.

This Security Instrument secures to the Lender/Mortgagee: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of the Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, the Borrower does hereby mortgage, warrant, grant and convey to the Lender/Mortgagee, with power of sale the following described property located in SKAGIT County, WASHINGTON:

#### **LEGAL DESCRIPTION:**

FHA Subordinate Mortgage

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THE LAND IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, TOWNSHIP, AND DESCRIBED AS FOLLOWS: THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 31, ASSESSOR'S PLACE OF STOCKFLETH'S SKYRIDGE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 42 RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 89 DEGREES 04' 00" EAST ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 120.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 00 DEGREES 25' 30" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF A 40 FOOT WIDE COUNTY ROAD, A DISTANCE OF 21.48 FEET; THENCE ALONG A CURVE OF SAID RIGHT-OF-WAY LINE TO THE RIGHT, HAVING A RADIUS OF 170.99 FEET, AN ARC DISTANCE OF 108.38 FEET; THENCE NORTH 59 DEGREES 07' 00" WEST A DISTANCE OF 137.56 FEET; THENCE NORTH 30 DEGREES 53' 00" EAST A DISTANCE OF 62.76 FEET TO THE POINT OF BEGINNING; (ALSO KNOWN AS TRACT B OF SKAGIT COUNTY SHORT PLAT NO. 21-71, APPROVED DECEMBER 27, 1971). APN: P29489

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:  
RECORDED JULY 16, 2009 INSTRUMENT NO. 200907160100

Tax Parcel No: P29489

which has the address of 17271 OLYMPIC PL, MOUNT VERNON, WASHINGTON 98274, ("Property Address");

TOGETHER WITH all the improvement now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the forgoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that Property is unencumbered, except for encumbrances of record. The Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

The Borrower and the Lender/Mortgagee covenant agree as follows:

**UNIFORM COVENANTS.**

1. **Payment of Principal.** The Borrower shall pay when due the principal of the debt evidenced by the Note.

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**2. Borrower Not Released; Forbearance by Lender/Mortgagee Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by the Lender/Mortgagee to any Successor in interest of the Borrower shall not operate to release the liability of the original Borrower or the Borrower's successor in interest. The Lender/Mortgagee shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or the Borrower's successors in interest. Any forbearance by the Lender/Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**3. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of the Lender/Mortgagee and the Borrower. The Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that the Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that the Lender/Mortgagee and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

**4. Notices.** Any notice to the Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address the Borrower designates by notice to the Lender/Mortgagee. Any notice to the Lender/Mortgagee shall be given by first class mail to: **Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street Southwest, Washington, DC 10410** or any address the Lender/Mortgagee designates by notice to the Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to the Borrower or the Lender/Mortgagee when given as provided in this paragraph.

**5. Governing Law; Severability.** This Security Instrument shall be governed by Federal Law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**6. Borrower's Copy.** The Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**NON-UNIFORM COVENANTS.** The Borrower and the Lender/Mortgagee further covenant and agree as follows;

**7. Acceleration Remedies.** If the Lender/Mortgagee requires immediate payment in full under the paragraph 7 of the Subordinate Note, the Lender/Mortgagee may invoke the power of sale and any other remedies permitted by applicable law. The Lender/Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph, including, but not limited to,



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reasonable attorney's fees and costs of title evidence. If the Lender/Mortgagee invokes the power of sale, Lender/Mortgagee shall give notice of sale to the Borrower in the manner provided in Paragraph 4. The Lender/Mortgagee shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. The Lender/Mortgagee or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order:

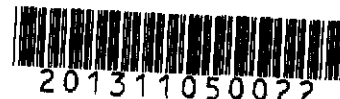
- (a) to all expenses of the sale, including, but not limited to, reasonable attorney's fees;
- (b) to all sums secured by this Security Instrument; and
- (c) any excess to the person or persons legally entitled to it.

If the Lender's/Mortgagee's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under the Paragraph 7 of the Subordinate Note, the Secretary may invoke the non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act")(12U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a the Lender/Mortgagee under this paragraph or applicable law.

BY SIGNING BELOW, the Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by the Borrower and recorded with it.

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[Space Below This Line For Borrower Acknowledgement]

*[Signature]*  
Borrower - ~~RODOLFO MARTINEZ MATA~~

Date: 10/11/13

*[Signature]*  
Borrower - GABRIELA PEREZ

Date: 10/11/13

State of WASHINGTON

County of Skagit ) ss: )

On this day personally appeared before me **RODOLFO MARTINEZ-MATA AND GABRIELA PEREZ** to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 11 day of October, 2013.



*[Signature]*  
Notary Public

